

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

LISA DOYLE, DERIVATIVELY AND
ON BEHALF OF RESONANT INC.,

Plaintiff,

v.

TERRY LINGREN, et al.,

Defendants,

and

RESONANT INC.,

Nominal Defendant.

Case No. 15-cv-07568-SJO (MRWx)

Hon. S. James Otero

~~XXXXXXXXXX~~
**[PROPOSED] ORDER AND FINAL
JUDGMENT**

1 This matter came before the Court for hearing pursuant to this Court's Order
2 Preliminarily Approving Derivative Settlement and Providing for Notice, dated
3 February 1, 2018 (the "Preliminary Approval Order"), on the application of the
4 Settling Parties for final approval of the Settlement set forth in the Stipulation and
5 Agreement of Settlement dated December 14, 2017 (the "Stipulation"). Due and
6 adequate notice having been given to Current Resonant Stockholders as required in
7 said Preliminary Approval Order, and the Court having considered all papers filed
8 and proceedings had herein and otherwise being fully informed of the premises and
9 good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND
10 DECREED that:

11 1. This Final Order and Judgment ("Judgment") incorporates by
12 reference the definitions in the Stipulation, and except where otherwise specified
13 herein, all capitalized terms used herein shall have the same meanings as set forth in
14 the Stipulation.

15 2. This Court has jurisdiction over the subject matter of the Action,
16 including all matters necessary to effectuate the Settlement, and over all Settling
17 Parties.

18 3. The Court finds that the Settlement set forth in the Stipulation is fair,
19 reasonable, and adequate as to each of the Settling Parties, Resonant, and Current
20 Resonant Stockholders, and hereby finally approves the Settlement in all respects
21 and orders the Settling Parties to perform its terms to the extent the Settling Parties
22 have not already done so.

23 4. The Action, all claims contained therein, any other Released Claims,
24 and Defendants' Released Claims, are hereby ordered as fully, finally, and forever
25 compromised, settled, released, discharged and dismissed on the merits and with
26 prejudice by virtue of the proceedings herein and this Judgment. The Settling
27 Parties are to bear their own costs, except as otherwise provided in the Stipulation.

28 5. Upon the Effective Date, Resonant, Plaintiff, and each of Resonant's

1 stockholders shall be deemed to have, and by operation of this Judgment shall have,
2 fully, finally, and forever released, relinquished, and discharged all Released
3 Claims (including Unknown Claims) against the Released Persons, and any and all
4 claims arising out of, relating to, or in connection with the defense, settlement or
5 resolution of the Action against the Released Persons. Resonant, Plaintiff and each
6 of Resonant's stockholders shall be deemed to have, and by operation of this
7 Judgment shall have, covenanted not to sue any Released Person with respect to
8 any Released Claims, and shall be permanently barred and enjoined from
9 instituting, commencing or prosecuting the Released Claims against the Released
10 Persons. Nothing herein shall in any way impair or restrict the rights of any
11 Settling Party to enforce the terms of the Stipulation.

12 6. Upon the Effective Date, each of the Released Persons shall be
13 deemed to have, and by operation of this Judgment shall have, fully, finally, and
14 forever released, relinquished, and discharged each and all of Plaintiff or her
15 beneficiaries, Plaintiff's Counsel, and Resonant from Defendants' Released Claims.
16 The Released Persons shall be deemed to have, and by operation of this Judgment
17 shall have, covenanted not to sue Plaintiff or her beneficiaries, Plaintiff's Counsel,
18 or Resonant with respect to any claims arising out of, relating to, or in connection
19 with their institution, prosecution, assertion, settlement, or resolution of the Action
20 or the Released Claims, and shall be permanently barred and enjoined from
21 instituting, commencing or prosecuting Defendants' Released Claims against
22 Plaintiff or her beneficiaries, Plaintiff's Counsel, or Resonant. Nor shall the
23 foregoing in any way impair or restrict the rights of any Settling Party to enforce
24 the terms of the Stipulation.

25 7. The Court finds that the Notice to Current Resonant Stockholders was
26 made in accordance with the Preliminary Approval Order and provided the best
27 notice practicable under the circumstances to all Persons entitled to such notice, and
28 said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23.1

1 and the requirements of due process.

2 8. Plaintiff's Counsel is hereby awarded attorneys' fees and expenses in
3 the amount of \$75,000, which sum the Court finds to be fair and reasonable, and
4 which shall be paid to Plaintiff's Counsel in accordance with the terms of the
5 Stipulation. Plaintiff is hereby awarded a Service Award in the amount of \$1,000,
6 which sum shall be paid out of Plaintiff's Counsel's Fee Award.

7 9. This Judgment, the fact and terms of the Stipulation, including any
8 exhibits attached thereto, all proceedings in connection with the Settlement, and any
9 act performed or document executed pursuant to or in furtherance of the Stipulation
10 or the Settlement:

11 (a) shall not be offered, received, or used in any way against the Settling
12 Parties as evidence of, or be deemed to be evidence of, a presumption, concession,
13 or admission by any of the Settling Parties with respect to the truth of any fact
14 alleged by Plaintiff or the validity, or lack thereof, of any claim that has been or
15 could have been asserted in the Action or in any litigation, or the deficiency or
16 infirmity of any defense that has been or could have been asserted in the Action or
17 in any litigation, or of any fault, wrongdoing, negligence, or liability of any of the
18 Released Persons;

19 (b) shall not be offered, received, or used in any way against any of the
20 Released Persons as evidence of, or be deemed to be evidence of, a presumption,
21 concession, or admission of any fault, misrepresentation or omission with respect to
22 any statement or written document approved, issued, or made by any Released
23 Person, or against Plaintiff as evidence of any infirmity in her claims; or

24 (c) shall not be offered, received, or used in any way against any of the
25 Released Persons as evidence of, or be deemed to be evidence of, a presumption,
26 concession, or admission of any liability, fault, negligence, omission or
27 wrongdoing, or in any way referred to for any other reason as against the Released
28 Persons, in any arbitration proceeding or other civil, criminal, or administrative

1 action or proceeding in any court, administrative agency, or other tribunal.

2 10. This Judgment, the Stipulation, the Settlement, and any act performed
3 or document executed pursuant to or in furtherance thereof, shall not be admissible
4 in any proceeding for any purpose, except to enforce the terms of the Settlement.
5 However, the Released Persons may refer to the Settlement, and file the Stipulation
6 and/or this Judgment, in any action that may be brought against them to effectuate
7 the liability protections granted them thereunder, including, without limitation, to
8 support a defense or claim based on principles of res judicata, collateral estoppel,
9 full faith and credit, release, standing, good faith settlement, judgment bar or
10 reduction or any other theory of claim preclusion or issue preclusion or similar
11 defense or claim under U.S. federal or state law or foreign law.

12 11. The Court finds that during the course of the Action, the Settling
13 Parties and their counsel at all times complied with Federal Rule of Civil Procedure
14 11.

15 12. Without affecting the finality of this Judgment in any way, the Court
16 hereby retains continuing jurisdiction over: (a) implementation of the Settlement;
17 and (b) all Settling Parties for the purpose of construing, enforcing, and
18 administering the Stipulation and this Judgment, including, if necessary, setting
19 aside and vacating this Judgment, on motion of a Settling Party, to the extent
20 consistent with and in accordance with the Stipulation if the Effective Date fails to
21 occur in accordance with the Stipulation.

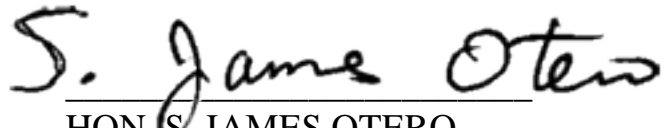
22 13. The Settling Parties are hereby authorized, without further approval of
23 the Court, to unanimously agree to and adopt in writing such amendments,
24 modifications, and expansions of the Stipulation and all exhibits attached thereto,
25 provided that such amendments, modifications, and expansions of the Stipulation
26 are done in accordance with the terms of Paragraph 7.6 of the Stipulation, are not
27 materially inconsistent with this Final Judgment and do not materially limit the
28 rights of Current Resonant Stockholders or the Released Persons under the

1 Stipulation.

2 14. This Judgment is a final, appealable judgment and should be entered
3 forthwith by the Clerk in accordance with Federal Rule of Civil Procedure 58.

4 15. The provisions of this Final Judgment constitute a full and complete
5 adjudication of the matters considered and adjudged herein, and the Court
6 determines that there is no just reason for delay in the entry of judgment. The Clerk
7 is hereby directed to immediately enter this Final Judgment.

8
9
10 DATED: 8/15/18
11 _____


HON. S. JAMES OTERO
UNITED STATES DISTRICT JUDGE